IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 469 OF 1987

Ramkishan Ispat Ltd..... .... Plaintiff.

Versus

The New India Assurance Co. Ltd. & another.... ... . Defendants.

Mr.Kalpesh Joshi i/by Malvi Ranchhoddas & Co., for the Plaintiff.

None for the Defendants.

CORAM : D. G. KARNIK, J.

DATED : 30TH JUNE, 2006.

P.C.:

Heard the learned Counsel for the plaintiff. None present for the defendants when called. The defendants have also not filed their written statement.

2. The suit is a simple suit for recovery of money. In the absence of the written statement, the averments made in the plaint are deemed to be admitted. In exercise of the powers under Order 8 Rule 5(2) read with Order 8 Rule 10 of the Code of Civil Procedure,

it will be appropriate to pass a decree without requiring the Plaintiff to adduce evidence.

3. Accordingly, the suit of the Plaintiff is decreed in terms of the prayer clauses (a) and (b).

Sd/-

(D. G. KARNIK, J.)